

RESOLUTION NO. 16-03-08

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING THE MAYOR TO SIGN THE
INTERLOCAL AGREEMENT WITH THE SOLID
WASTE AUTHORITY FOR THE DELIVERY OF
MUNICIPAL SOLID WASTE TO DESIGNATED
FACILITIES AND FOR A MUNICIPAL
RECYCLING PROGRAM**

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to implement strategies that will preserve the environment, conserve landfill space, and provide space for the disposal of municipal solid waste; and

WHEREAS, The Solid Waste Authority has a comprehensive and Environmentally sound disposal system for all residents of Palm Beach County, and

WHEREAS, the Town wishes to participate in a coordinated County-wide program for the management of hazardous waste and the safe and sanitary processing of both solid waste and residential recyclable materials; and

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Commission authorizes and directs the Mayor to sign the Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Recycling Program with the Solid Waste Authority.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>/</u>	<u> </u>
VICE-MAYOR ED DALY	<u>/</u>	<u> </u>
COMMISSIONER CHUCK BALIUS	<u>/</u>	<u> </u>
COMMISSIONER JEFF CAREY	<u>/</u>	<u> </u>
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 16-03-08 duly passed and adopted this 12 day of March, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: 

PAUL W. CASTRO
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 

THOMAS J. BAIRD
TOWN ATTORNEY

ARF . C
12/19

December 3, 2007

Ms. Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403



RECEIVED

DEC 5 2007

Town Of Lake Park
Office Of Town Manager

Re: New combined Interlocal Agreement

Dear Ms. Davis,

The Solid Waste Authority appreciates the support shown by our municipal partners providing for a comprehensive and environmentally sound disposal system for all residents of Palm Beach County. Our invaluable partnership provides a great plan which helped us process more than two (2) million tons of solid waste and vegetative debris as well as 138,000 tons of recyclables last Fiscal Year.

To this point, we have received your written commitment in the form of two (2) Interlocal Agreements (ILA). One is the Recycling Interlocal Agreement that expires in 2008 and the other is the Delivery of Municipal Solid Waste to a Designated Facility ILA expiring in 2010. For housekeeping purposes only, we merged the two and created one new document with a shared expiration date of 2013. Minor modifications to the language in this new ILA include page two (sections 1 & 2) stating the documents are now combined and page five (sections 11, 13 & 14) addresses the handling of recyclable materials today which was not addressed in your present Recycling ILA because our recycling operations have changed.

Please find enclosed three copies of the new ILA for your municipality that will replace both the present Interlocal Agreements you now have on file with the Solid Waste Authority. These three originals need to be signed by your Mayor and **have the municipal seal affixed on the last page**. Once completed please return all three originals to our office to the attention of Linda Hodgkins, Intergovernmental Affairs.

A fully executed original will be returned to you for your files. We will keep one copy for our files and the last document will be forwarded to the Clerk of the Courts office.

If you would notify me directly at 640-4000 Ext. 4404 when this document will be ready to go on your Council agenda for approval, this would be helpful to me for tracking purposes and much appreciated.

Please feel free to contact me with any questions or concerns. As always, thank you for your assistance and support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. S. Hodgkins', is written over the typed name.

Linda S. Hodgkins
Intergovernmental Affairs Director

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF
MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND
FOR A MUNICIPAL RECYCLING PROGRAM**

THIS AGREEMENT, made and entered into this ____ day of _____, 2007 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF _____**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "Town".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, Florida Statutes; and

WHEREAS, Chapter 403, Part IV, Florida Statutes encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the Town desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, Florida Statutes; and

WHEREAS, in addition, the Town provides for the collection of solid waste from the residents and businesses and residential recyclables within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the Town wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the Town together with Palm Beach County recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County ..

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Town, its constituents and the Authority, it is agreed as follows:

1. The purpose of this Agreement is to set forth for the terms and conditions for the delivery of municipal solid waste to designated facilities and for the operation of a recycling program between the Authority and the Town.
2. The Town agrees that all solid waste and residential recyclables collected by or on behalf of the Town shall be disposed of at an Authority operated facility or Authority permitted facility ("designated facilities"), in accordance with this Agreement.
3. The Town agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the Town's solid waste and residential recyclables are being delivered to a designated facility.
4. The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the Town's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.

5. Compliance with Zoning Ordinances

Any transfer and/or disposal of solid waste and recyclable materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

6. Waste Disposal Requirements

All solid waste and residential recyclables collected by or on behalf of the Town shall be disposed of at an Authority operated or permitted facility in accordance with the criteria established for acceptance of loads deemed suitable for processing at the designated facilities.

7. Collection of Source-Separated Recyclable Material

A. Residential

Individual residents/homeowners shall be encouraged by the Town to separate their solid waste into recyclables and nonrecyclables. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Commingled Recyclable Materials shall mean: aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers # 1 - #7 (except Styrofoam). Commingled recyclables will be deposited into one of the appropriately designated reusable containers.

Fiber Recyclable Materials shall mean: newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Fiber Recyclable Materials shall be placed loose in the other appropriately designated reusable container.

Corrugated cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber Recyclable Material. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the Town. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the Town to separate their solid waste into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which recyclable material may be deposited. Acceptable materials for commercial recycling shall include: Commingled Recyclable Materials, Corrugated Cardboard, Sorted White Ledger, Mixed Paper and Sorted Office Paper and any other materials agreed to in writing by the Town and the Authority.

Commercial recyclable materials shall be sorted by the business by type and placed in separate containers. Corrugated Cardboard, Sorted White Ledger, Mixed Paper and Sorted Office Paper as more specifically defined as follows shall be prepared for collection in accordance with the collection standards below:

- (1) Sorted White Ledger - white ledger or computer printout paper. Dry and free of contaminants.
- (2) Sorted Office Paper - office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.
- (3) Corrugated Cardboard - containers having liners of either test liner, jute, or kraft.
- (4) Mixed Paper - a mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel type paper.

8. Commercial Recycling Revenue Share

As a further incentive for the Town to actively pursue commercial recycling, the Authority and the Town may enter into a separate agreement to provide for payment to the Town for all acceptable loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

9. Transportation and Equipment

The Town shall be responsible for having collected Recyclable Materials transported to a designated facility, including, but not limited to, the Authority's Residential Materials Recycling Facility (RMRF), the Authority's Commercial Materials Recycling Facility (CMRF), one of five transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) or any other sites designated by the Authority for recycling. The Authority or its contractor shall receive, process, dispose of and/or recover all Recyclable Materials delivered by or on behalf of the Town, at no charge to the Town, except for unacceptable loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

10. Improperly Prepared Recyclable Materials

When a collector's crew encounters improperly prepared materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pickup all Recyclable Materials except for those contaminated by non-recyclable material or those which cannot be safely retrieved from the reusable containers. Improperly sorted materials or contaminated materials will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or Town approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide information on how to contact the Town or Authority recycling coordinator for further information. Upon request of the Town, the Authority will provide rejection procedure training for the route drivers. The Authority and the Town will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the Town's ability to have its collector fulfill the Town's recycling needs, the Town agrees to notify and consult with the Authority when preparing the Town's future request for collection franchise bids.

- B. It shall be the responsibility of the Town or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the Town shall notify the Authority, who shall then assist the Town in resolving the problem.

11. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the Town's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The Town or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

12. Compliance with Zoning Ordinances

Any transfer and/or storage of the Recyclable Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The Town further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

13. Unacceptable Materials

Criteria have been established for acceptance of loads deemed suitable for processing at designated facilities. If the load contains in excess of 12% non-recyclable materials by volume, the receiving facility will reject the load. The Town or its contractor will be charged the actual disposal cost and a \$250.00 processing fee for any rejected load due to contamination or equipment mechanical failure. The Authority will notify the Town immediately of a contaminated load. If the problem of unacceptable loads persists, (more than two times in a month) the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the Town.

14. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the Town in an effort to work together and increase recyclable tonnages.

15. Delivery of Collected Material

The Town agrees that it shall require that all Recyclable Materials separated from the normal waste stream that are collected by or on behalf of the Town shall be delivered to designated facilities. The Authority may, from time to time, undesignate a facility. The Town will take such action as is necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the Town.

16. Term

This Agreement shall begin the date herein above and continue through September 30, 2013, and automatically renew for a period of five (5) years upon mutual agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

This Agreement may be modified or terminated only by the written consent of both parties.

17. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

18. Notices.

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:

Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director

For the Town:

Town of Lake Park
535 Park Ave
Lake Park, FL 33403
Attention: Maria Davis

19. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

As to the Authority:

WITNESSES:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

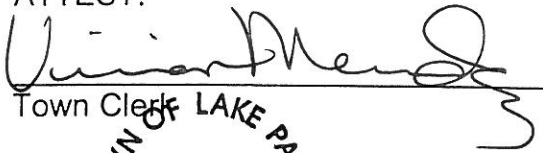
Mark Hammond
Executive Director

ATTEST:

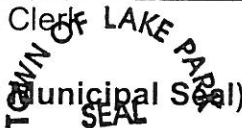
SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Sandra J. Vassalotti
Clerk to the Authority

ATTEST:



Town Clerk
(Affix Municipal Seal)



FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Legal Counsel
Solid Waste Authority
of Palm Beach County

Date:

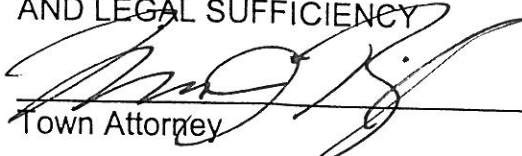
As to the Town:

Town of Lake Park



Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Town Attorney

Date: March 12, 2008